



**BURLINGTON NORTHERN RAILROAD**

LAW DEPARTMENT

3800 Continental Plaza  
777 Main Street  
Ft. Worth, Texas 76102  
(817) 878-2385  
Docket No. BN 4905

RECORDATION NO. 7713-B FILED 1990

**FEDERAL EXPRESS**

**AUG 5 1990 -4 05 PM**

August 3, 1990

**INTERSTATE COMMERCE COMMISSION**

**0-218A092**

Ms. Mildred Lee, Recordations  
Interstate Commerce Commission  
Room 2303  
12th and Constitution Ave., N.W.  
Washington, D.C. 20423

**Re: Document for Recordation: Termination Agreement to  
Lease of Railroad Equipment, Dated November 1, 1974**

Dear Ms. Lee:

I am enclosing an original and one verified copy of the document described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

The document to be recorded, a secondary document, is a Termination Agreement, dated January 13, 1977, to a Lease of Railroad Equipment, dated November 1, 1974, terminating said Lease.

The primary document to which the Termination Agreement is connected, was recorded with the Interstate Commerce Commission on November 15, 1974, and assigned Recordation No. 7713.

The names and addresses of the parties to the transaction are:

Lessee/

Sub-Lessor: Wehco Leasing Company  
Chicago, Illinois

Sub-Lessee: Burlington Northern Railroad Company  
3800 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Ms. Mildred Lee  
August 3, 1990  
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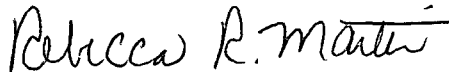
A general description of the equipment covered by the enclosed Termination Agreement is shown on Schedule A of the Lease of Railroad Equipment.

A fee of \$15.00 is enclosed for recording the Termination Agreement. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows:

Termination Agreement dated January 13, 1977, to a Lease of Railroad Equipment (ICC Recordation No. 7713, November 15, 1974). A description of the equipment covered by the Termination Agreement is shown on Schedule A of said Lease.

Very truly yours,



Rebecca R. Martin  
Legal Assistant

rrm/FINA0130.DOC

Enclosures

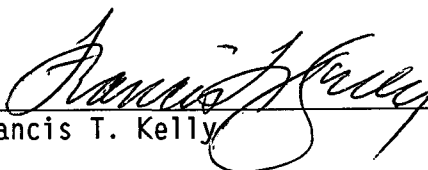
VERIFICATION

RECORDATION NO. 7713-13 FILED 1425

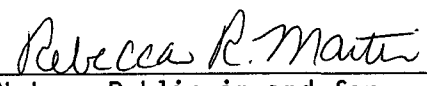
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INTERSTATE COMMERCE COMMISSION

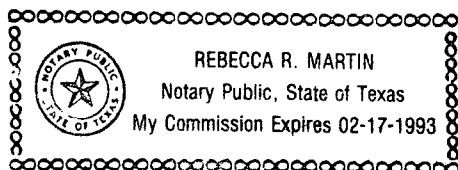
STATE OF TEXAS       )  
                              )  
COUNTY OF TARRANT   )   ss.

Francis T. Kelly, Securities and Finance Counsel, Burlington Northern Railroad Company, being duly sworn, deposes and states that he has compared the attached copy with the original document and has found the copy to be complete and identical in all respects to the original document.

  
\_\_\_\_\_  
Francis T. Kelly

Subscribed and sworn to before me  
this 3rd day of August, 1990.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas



## TERMINATION AGREEMENT

AUG 5 1990 -4 05 PM

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION AGREEMENT made this 13 day of January, 1977, by and between The Colorado and Southern Railway Company, WEHCO Leasing Company and Burlington Northern Inc.

WHEREAS, pursuant to a Lease (hereinafter called "Master Lease"), dated as of November 1, 1974, the Colorado and Southern Railway Company ("C&S") leased the Railroad Equipment described in Schedule "A" thereto ("Railroad Equipment") to WEHCO Leasing Company ("WEHCO"); and

WHEREAS, pursuant to a Sublease (hereinafter called the "Sublease") dated as of November 1, 1974, WEHCO sublet the Railroad Equipment to Burlington Northern Inc. ("BN"); and

WHEREAS, pursuant to the Sublease, WEHCO paid certain Supplemental Rentals ("Rentals") to C&S in the amount of \$1,842,190.03; and

WHEREAS, C&S and BN have been unable to obtain certain rulings from the Internal Revenue Service with respect to tax benefits more specifically enumerated in the 6th paragraph of Section 16 of the Master Lease and Section 15 of

the Sublease within the time limit specified by said sections as extended by the Agreement dated as of September 26, 1976 between C&S, WEHCO and BN (hereinafter called the "Agreement"); and

WHEREAS, the Master Lease requires that C&S refund to WEHCO its Positive Net Investment (as defined in Section 16 of the Master Lease) upon acceptance of a Notice of Termination (as defined in Section 16 of the Master Lease) given as the result of the failure of C&S and WEHCO to obtain the tax rulings described in Section 16 of the Master Lease and Section 15 of the Sublease; and

WHEREAS, on October 6, 1975 pursuant to the Agreement, C&S repaid WEHCO the sum of \$1,937,629.95 representing Rentals paid to C&S by WEHCO pursuant to the Master Lease together with interest due thereon. Said repayment was made in the form of a loan by C&S to WEHCO, the obligation for repayment by WEHCO to be null and void upon failure of C&S and WEHCO to receive the tax rulings described in Section 16 of the Master Lease and Section 15 of the Sublease.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. WEHCO and C&S hereby confirm that they have received the Notice of Termination or a satisfactory equivalent

thereof as required by Section 16 of the Master Lease and Section 15 of the Sublease.

2. C&S agrees that the loan made by it to WEHCO on October 6, 1975 in the amount of \$1,937,629.95 together with the interest accrued thereon to the date hereof is null and void pursuant to Section 3 of the Agreement and C&S and WEHCO hereby reconfirm that said loan and interest thereon is null and void as of the date hereof and neither WEHCO, C&S or BN are obligated to pay to each other any sum on said loan whether it is principal, interest, fees or any other payment thereunder.

3. C&S and WEHCO agree that the proposed Rental described in Section 4 of the Agreement payable by WEHCO to C&S is hereby null and void and WEHCO shall not be obligated to pay C&S any sum as rental or interest thereon pursuant to Section 4 of the Agreement.

4. WEHCO acknowledges having received from BN on October 6, 1975 the sum of \$1,937,629.95 representing the Rentals made prior to the date thereof by WEHCO to C&S pursuant to the Master Lease together with all interest due and owing thereon by C&S.

5. C&S agrees on the day of execution of this Termination Agreement to pay to WEHCO the sum of \$147,271.00 representing, when added to the payment previously made by C&S to WEHCO, the remainder of the Positive Net Investment (as defined in the Master Lease) owing by C&S to WEHCO pursuant to the terms of Section 16 of the Master Lease and WEHCO hereby confirms acceptance of said sum and payment in full of said Positive Net Investment by virtue of its execution of this Termination Agreement.

6. WEHCO, C&S and BN agree that by execution of this Agreement by the parties hereto and payment of the amount referred to in paragraph 5 hereof, each and every right and obligation accruing to the parties to the Master Lease and the Sublease and the Agreement are hereby made null and void.

7. C&S and BN agree that within a commercially reasonable period of time they will execute a Sublease of the Equipment included under the BN Guaranteed C&S Equipment Trust of 1974 covering such terms and conditions as will be acceptable by both C&S and BN to provide C&S with the basis to fulfill its obligations under the said BN Guaranteed C&S Equipment Trust of 1974.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the date first above written.

THE COLORADO AND SOUTHERN  
RAILWAY COMPANY

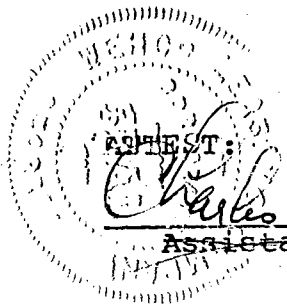
By Frank H. Coyne  
Vice President

ATTEST:

J. C. Dunning  
Assistant Secretary

WEHCO LEASING COMPANY

By [Signature]  
Vice President



ATTEST:  
Charles A. Pozzola  
Assistant Secretary

BURLINGTON NORTHERN INC.

By Frank H. Coyne  
Executive Vice President-  
Finance and Administration

ATTEST:

[Signature]  
Assistant Secretary



COUNTY OF RAMSEY

G. F. Schmidt

My Commission expires

Notary Public, Ramsey County, Minn.  
My Commission Expires Mar. 16, 1971

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 13 day of January, 1977, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration of Burlington Northern Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

G. F. Steinbhel

(NOTARIAL SEAL)

My Commission expires

G. F. STEINBEL  
Notary Public, Ramsey County, Minn  
My Commission Expires Mar. 16, 1978

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 24 day of January, 1977, before me personally appeared Samuel L. Eichenfield, to me personally known, who being by me duly sworn, says that he is Vice President of WEHCO Leasing Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Eleanor Møller

(NOTARIAL SEAL)

My Commission expires

**My Commission Expires Feb. 5, 1980**